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8
9 **UNITED STATES DISTRICT COURT**
10 **DISTRICT OF NEVADA**
11

12 INFOBIP, LTD. , a United Kingdom Private
Limited Company,

13
14 Plaintiff,

15 vs.

16 RINGCAPTCHA, INC., a foreign Delaware
Corporation, and DOES 1 through 10.

17 Defendants.
18

CASE NO. _____

**COMPLAINT AND JURY
DEMAND**

19
20 COMES NOW, INFOBIP, LTD, a Private Limited Company, registered in the United
21 Kingdom, (hereinafter “INFOBIP”), and respectfully represents and alleges as follows:

22 **JURISDICTION**

23 1. This Court has diversity of jurisdiction under 28 U.S.C. 1332(a)(2). The amount
24 in dispute exceeds the jurisdictional amount required for reasons set forth below. Venue is
25 proper in this Court pursuant to 28 U.S.C. 1391(a) and (c).

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PARTIES

PLAINTIFF

2. At all times relevant to the exercise of this Court's jurisdiction, Plaintiff, INFOBIP, is a private limited company registered in the United Kingdom with its principal registered office situated in London, England and should be treated as the corporate foreign citizen of the United Kingdom.

DEFENDANT

3. At all times relevant to the exercise of this Court's jurisdiction, Defendant, RINGCAPTCHA, INC., is registered as a corporation in the State of Delaware with its principal place of business at 5940 South Rainbow Blvd., Suite 400, Las Vegas, Nevada 89118 and therefore should be treated as a corporate citizen of the State of Nevada.

STATEMENT OF FACTS

4. Since 2017, Plaintiff and Defendant had entered into a contractual relationship identified as a messaging services agreements effective July 24, 2017 and January 2019 [Exhibits 1 and 2].

5. However, by October 30, 2020, RINGCAPTCHA, failed to pay for services incurred in the amount of \$240,813.43.

6. A demand was tendered with payment due no later than October 30, 2020. [Exhibit 3]

7. Plaintiff continued efforts to resolve this past due default.

8. After repeated demands made by the Plaintiff, INFOBIP, Defendant failed to respond in any fashion to honor its contractual obligations of this past due payment.

FIRST CLAIM FOR RELIEF

(Breach of Contract)

9. As to this first claims and request for relief Plaintiff realleges all the allegations contained in this complaint in accordance of same by reference hereinafter.

10. The Plaintiff was a party to this matter as a valid and existing contract for services provided for messaging as identified in the two respective contractual agreements.

1 11. Upon demand was tendered on October 21, 2020, the Defendant failed to respond
2 in any fashion to the contractual obligation for services performed and incurred herein.

3 12. As a result of Defendant's failure to honor its contractual obligation Plaintiff has
4 incurred special consequential damages for non-payment of services and Plaintiff has terminated
5 its agreement with the Defendant.

6 13. In accordance with the terms of the current contract entered into on January 2019,
7 par. 12 provides that the governing law for purposes of this contract is to be construed in
8 accordance with the laws of England and Wales.

9 14. In accordance with English law, Plaintiff is entitled to attorney's fees, costs,
10 expenses, and interest due to the contractual breach of the Defendant.

11 **PRAYER FOR RELIEF**

12 WHEREFORE, the Plaintiff prays for the following:

13 1. That Plaintiff recover special consequential damages for the breach of contract in
14 the amount of \$240,813.43 together with contractual interest incurred for past due payments;

15 2. For an award of prejudgment and post-judgment interest in accordance with the
16 appropriate statutory rate of interest;

17 3. For an award of cost of suit and attorney's fees and costs according to the English
18 rules; and,

19 4. For such other relief as this Court deems just and proper in the premises.

20 **JURY DEMAND**

21 Plaintiff demands a Jury Trial for all claims properly presented to a Jury.

22
23 DATED this 1st day of August, 2022.

24 **GORDON REES SCULLY MANSUKHANI, LLP**

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26 By: /s/ Sean P. Flynn
27 SEAN P. FLYNN, ESQ.
28 THIERRY V. BARKLEY, ESQ.
 Attorneys for Plaintiff
 Infobip, Ltd.

INDEX OF EXHIBITS

Exhibit	Description	Pages
1	July 24, 2017 Messaging Services Agreement	8
2	January 11, 2019 – Messaging Services Agreement	15
3	October 21, 2020 Demand Letter	10